

DEPARTMENT OF SCIENCE AND TECHNOLOGY





11 October 2021

RICHARD P. BURGOS

Director DOST-Science and Technology Information Institute Gen. Santos Ave., Upper Bicutan, Taguig City, Philippines

Attention:

MR. NORLY B. VILLAR

Project Leader

Dear Director Burgos:

Transmitted herewith, for your information and reference, are original copy of the Memorandum of Agreement (MOA) and copy of line-item budget of the NRCP monitored project "Promotion of the 2021 National Science and Technology (NSTW) Virtual Celebration" under the program "CY 2021 NSTW CELEBRATION".

Thank you.

Very truly yours,

Chief, DOST-Special Projects Division



Tel. Nos.: Trunkline (+632) 8837-2071 to 82; 8837-3171 to 89

Fax No.: OSEC (+632) 8837-2937; Records (+632) 8837-7493

SPD- 11-0 1149

Website

: www.dost.gov.ph

DEPARTMENT OF SCIENCE AND TECHNOLOGY Project Line-Item Budget CY 2021

Program title

: CY 2021 NSTW CELEBRATION

Project Title

: Promotion of the 2021 National Science and Technology (NSTW) Virtual Celebration

Total Duration

: Four (4) Months

Current Duration

: 1 September - 31 December 2021

Implementing Agency

: DOST-Science and Technology Information Institute

Project Leader

: Norly B. Villar

Monitoring Agency

: NRCP

		COUNTERPART FUNDING		
		STII		DOST-GIA
I. PERSONNEL SERVICES (PS)				
Direct Cost:				
Salaries:	P	323,239.20	P	
2 Information Officer II @ ₱40,290.00/mo. x 4 mos.				322,320.00
1 Information Officer I @ ₱28,652.40/mo. x 4 mos.				114,609.60
TOTAL PS	P	323,239.20	P	436,929.60
II. MAINTENANCE AND OTHER OPERATING EXPENSES (MOOE) Direct Cost:				
Communication Expenses (Mobile Telephone Expenses) Supplies and Materials Expenses	P		P	26,000.00
Office Supplies Expenses		20,000.00		10,000.00
Fuel, Oil, and Lubricant Expenses				10,000.00
Other Supplies and Material Expenses				60,000.00
Utility Expenses (Electricity Expenses)		40,000.00		
Advertising Expenses				
 TV Network's Coverage for the Opening of 2021 NSTW 				180,000.00
NSTW Promotional Plugs to Redio Stations Nationwide			160,000.00	
Outdoor Advertising to MRT-3 Train Stations (4 hrs per day for 5			200,000.00	
Representation Expenses				50,000.00
Subscription Expenses (ICT)		3,500.00		
Professional Services				
 Production of 2021 NSTW Thematic AVP 				240,000.00
Professional Fee for the Content Creators/Social Media Influence			350,000.00	
Professional Fee for the Composer of the NSTw Official Soundtr			360,000.00	
4. Legal Services				5,000.00
Transportation and Delivery Services	_			15,000.00
TOTAL FOR MOOE	P	63,500.00	P	1,666,000.00
GRAND TOTAL	P	386,739.20	P	2,102,929.60

^{*}Chargeable against the CY 2021 DOST-GIA A.IIIb.1(d)

Certified Correct:

Approved for EXECOM:

ARMELA K. RAZO Chief, Special Projects Division

ROWENA CRISTINA L. GUEVARA
Undersecretary for Research and Development

Date of Approval: 02 September 2021

Republic of the Philippines

DEPARTMENT OF SCIENCE AND TECHNOLOGY

Gen. Santos Ave., Bicutan, Taguig, City

MEMORANDUM OF AGREEMENT

Program Title:

CY 2021 NSTW CELEBRATION

Project Title:

Promotion of the 2021 National Science and Technology (NSTW)

Virtual Celebration

KNOWN ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT is made and entered into by and between:

The **DEPARTMENT OF SCIENCE AND TECHNOLOGY** hereinafter referred to as the "**Funding Agency**", a government entity duly existing and created under the laws of the Philippines with principal office address at General Santos Avenue, Bicutan, Taguig City, Philippines, represented herein by its Undersecretary for Research and Development, **ROWENA CRISTINA L. GUEVARA**;

The NATIONAL RESEARCH COUNCIL OF THE PHILIPPINES (NRCP) hereinafter referred to as "Monitoring Agency", a government entity and an attached agency of DOST, duly existing and created under the laws of the Philippines with principal office address at General Santos Avenue, Bicutan, Taguig City, Philippines, represented herein by its Executive Director, MARIETA BAÑEZ SUMAGAYSAY, for the monitoring of the above-cited project as mandated by law;

-and-

The SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII), hereinafter referred to as "Implementing Agency", a government entity and an attached agency of DOST, duly existing and created under the laws of the Philippines with principal office address at Gen. Santos Ave., Upper Bicutan, Taguig City, Philippines, represented herein by its Director, RICHARD P. BURGOS, for the implementation of the above-cited project;

WITNESSETH:

WHEREAS, the above-mentioned project was approved by DOST on 02 September 2021;

NOW THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree to the following terms and conditions:

I. OBJECTIVES OF THE PROJECT

The project aims to provide support to the general publicity and promotion initiatives on various activities of the 2021 NSTW and other science, technology, and innovation (STI) advocacies using the most applicable and effective digital platforms. Specifically, it seeks to: (i) develop and package information materials on 2021 NSTW and other science, technology, and innovation (STI) advocacies using applicable and effective digital platforms; and (ii) disseminate promotional information to national government agencies, local government units, private and non-government organizations, various stakeholders, the academe, and the general public using the multimedia platforms to increase awareness on 2021 NSTW and advocacies on STI

II. OPERATION OF THE PROJECT

The project shall be undertaken by the **Implementing Agency** in accordance with the approved project proposal (made part hereof as Annex "A") and the Revised DOST-GIA Guidelines (A.O. 011 Series of 2020) and shall be monitored by the **Monitoring Agency** in accordance with the DOST A.O. 014 Series of 2019 – DOST M&E Protocol.

III. FUNDING ASSISTANCE TO THE PROJECT

The Funding Agency shall provide grant in the amount of TWO MILLION ONE HUNDRED TWO THOUSAND NINE HUNDRED TWENTY NINE PESOS AND SIXTY CENTAVOS (\$\mathbb{P}2,102,929.60)\$ for four (4) months to be expended as allocated in the approved Project Line-Item Budget (made part hereof as Annex "B"). The Guidelines on the Grants-in-Aid Program (made part hereof as Annex "C") shall govern the implementation of the Project.

The activities, operation of books of accounts and records of the project shall be subject to inspection by the authorized representatives of the **Funding Agency** and its auditor, whenever necessary. GIA assistance shall be discontinued for any violation of the Grant Agreements such as fraud or falsity in the **Program/Project Leader's** proposal, representation, and warranties; when the results obtained do not justify further activity; or noncompliance or late submission of requirements by the **Implementing Agency** resulting in funds becoming unavailable. The Project Leader shall be notified at least forty-five (45) days before the date of termination.

All income/interest derived from the program/project, if any, and all unexpended balance shall be reported and reverted to the Funding Agency within three (3) months after the end of project period.

IV. PROJECT DURATION

The project shall be implemented for four (4) months. It shall commence on the date specified in the approved line-item budget or immediately upon but not later than two (2) months after the release of funds.

V. FUND RELEASE AND UTILIZATION

The financial grant shall be released by the **Funding Agency** to the **Implementing** and **Monitoring Agencies**, subject to availability of funds, and accounting and auditing regulations.

The **Implementing Agency** shall abide by the applicable rules and regulations on disbursement and utilization as mandated by the Funding Agency, to include in particular but not be limited to, rules on direct and indirect costs.

VI. PROJECT PROPERTIES

Project References: Mention of above-stated program/project in any and all publication, literature and information material in whatever media form shall state reference to the DOST as **Funding Agency**, NRCP as **Monitoring Agency** and STII as **Implementing Agency**.

VII. ACCOMPLISHMENT AND FINANCIAL REPORTS

The **Implementing Agency** shall submit to the **Monitoring Agency** all technical and financial reports as mandated by the Funding Agency, pursuant to applicable rules and regulations. The **Monitoring Agency** shall submit said reports together with their appraisal report to the **Funding Agency** within one (1) month after the receipt thereof. (See Sections X.B.1 and X.B.2 of the Revised DOST-GIA Guidelines for the details of submission)

VIII. AMENDMENT CLAUSE

Amendment: This agreement may only be amended in writing and by mutual consent of both parties.

Authority to Sign: Each person signing this agreement represents and warrants that he/she is duly authorized to sign this agreement. In the unlikely event that the person signing for the other party is not authorized to do so, the latter agrees to hold the other party/ies harmless for any cause or consequence of the absence/lack of authority to sign.

Arbitration: All disputes arising between and among the parties as to interpretation, operation or effect of any clause in the Agreement or any other difference between the parties shall first be resolved amicably. In case of failure, the Rules on Alternative Dispute Resolution (ADR) between national government agencies under Republic Act No. 9285 shall apply.

Indemnification: Each party shall indemnify, hold free and harmless, and defend at its own expense the other party/ies from and against all suits, claims, demands, and liabilities of any nature or kind, arising out of acts or omissions of the former, in the performance of any activity in connection with the Project, including those that may be initiated by its employees, workers, agents, subcontractors, or by any other entity or persons against said party by reason of or in connection to the program/project.

Venue: The parties further agree that in case of legal action requiring court litigations that may arise in the enforcement of this Agreement, the venue of court litigation shall be in the Court of Competent Jurisdiction sitting in Taguig City only.

Separability Clause: If any part or provision of this Agreement is held invalid or unconstitutional, the other provisions not affected thereby shall remain in force and in effect.

IX. COMPLIANCE WITH LAWS AND POLICIES

Matters affecting intellectual properties or intellectual property rights such as their ownership, protection and utilization, technology disclosure, exclusivity of the license, use of commercialization, establishment of spin-off firms, technologies for research use and sharing of income and benefits from technology commercialization shall be governed by existing Philippine laws on Intellectual Property, including RA 10055, and DOST Rules and Policies on Intellectual Property.

Full acknowledgment shall be given to DOST in case the research results are published or presented in various fora, seminars, and meetings. Such presentation should not prejudice the proprietary/confidential nature of the information for purposes of IP protection. The **Implementing Agency** shall likewise acknowledge the assistance of the **Funding** and **Monitoring Agencies** in relevant project-related activities.

Failure on the part of any party to comply with this provision shall be ground for written documented protest; further, repeated non-compliance with this provision by one party shall allow the aggrieved party to inform affected third parties in writing and require proper attribution through publication, with cost charged against the offending party.

	IN CONSIDERATION	of the mutual covenant set forth above,	witness our signatures
this _	day of	, 2021, at	, Philippines

Funding Agency:
DEPARTMENT OF SCIENCE AND TECHNOLOGY

ROWENA CRISTINA L. GUEVARA

Undersecretary for Research and Development

Monitoring Agency:
NATIONAL RESEARCH COUNCIL OF THE PHILIPPINES

MARIETA BAÑEZ SUMAGAXSAY

Executive Director

Implementing Agency: DOST- SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE

RICHARD P. BURGOS

Director

Witness:

MARIA ELENA A. TALINGDAN

Chief Science Research Specialist Research Information Dissemination Division (RIDD), NRCP

NORLY B. VILLAR

Project Leader, STII

Certified Funds Available:

HELEN V. GIANAN cengus were the Chief Accountant, DOST 3 - 4 pt Nov. 2011.

M-2M-19-178 STI = 2,102,929.W

REPUBLIC OF THE PHILIPPINES) S.S. CITY OF TAGUIG

this day of personally appeared:					
	Government Issued Identification	Date/Place Issued			
ROWENA CRISTINA L. GUEVARA	S0016708A (Passport No.)	9/12/2019 DFA, Manila			
MARIETA BAÑEZ SUMAGAYSAY	P1281241B (Passport No.)	3/30/2019 DFA, Manila			
RICHARD P. BURGOS					

Known to me as the same persons who executed the foregoing Memorandum of Agreement and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they respectively represent.

This instrument, consisting of six (6) pages, including this page whereon this Acknowledgment is written, signed by the parties together with their instrumental witnesses one each on every page thereof.

TO THE TRUTH OF FOREGOING, witness now my hand and seal on the date and place first above written.

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 Book No.
 XI

 Series of
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NOTARY PUBLIC UNTIL DEC. 31, 2021

Notarial Commission Appt. No 10 (2020-2021)

2/F Pacura Bidg #427 ML Quezon Ave., Lower Bicuten, TC

PTR No. A-5063211/1-4-21, Taguig City

IBP O R No. 137056/12-29-2020, RSM

MCLE Comp. No. VI-0019686/3-1-2019, ROLL No. 61627